



# **ETHICAL & SOCIAL CHARTER**

## Preamble

The **Boulanger Group** strives to build relationships based on trust with its suppliers, service providers, and business partners. These relationships are only meaningful if they are based on a shared ethical approach, which is a factor in the long-term success of our respective companies.

That is why, in order to work with complete confidence, transparency, and integrity, the principles set out in our ethics charter are shared with all our partners, including product suppliers, service providers, and subcontractors.

**The Boulanger Group hereby declares its intention through this charter to:**

- 1. Commit to fighting corruption and ensuring ethical business practices.**
- 2. Reaffirm the obligation to respect human rights in the workplace.**
- 3. Promote respect for the environment.**



The **BOULANGER Group** expects its suppliers, resellers, consultants, and other business partners to adhere to and commit to this charter. The principles described in this charter now apply in the evaluation of its current and potential suppliers and partners.

The **BOULANGER Group** refers to **BOULANGER SA**, registered with the Lille Métropole Trade and Companies Register under number 347 384 570, and certain of its sister companies engaged in commercial activities, namely:

- SOURCING & CREATION SAS, registered with the Lille Métropole Trade and Companies Register under number 487 716 623
- GUANGZHOU SOURCING & CREATION CO., LTD, license 914401015679219191
- WEBDISTRIB SAS, registered with the Lille Métropole Trade and Companies Register under number 443 041 926
- VENDIDO SAS, registered with the Lille Métropole Trade and Companies Register under number 494 707 482
- BOULANGER LOCATION SAS, registered with the Lille Métropole Trade and Companies Register under number 509 637 161
- B DOM SAS, registered with the Lille Métropole Trade and Companies Register under number 492 065 693B
- DOM + SAS, registered with the Lille Métropole Trade and Companies Register under number 529 339 293
- BOULANGER CUSTOMER CARE SAS, registered with the Lille Métropole Trade and Companies Register under number 519 197 503
- SOLVAREA SAS, registered with the ARRAS Trade and Companies Register under number 751 145 178

## Summary

1. Ethical relations with employees	4-5
2. Respect for human rights	6-7
3. Respect for the environment	8
4. Management & Communication	9

## 1. Ethical relations with employees

The **BOULANGER Group** has established this charter to outline the principles its employees must uphold in their roles and duties. These principles are designed to combat corruption and foster fair, transparent business conduct. Furthermore, all partners are expected to be guided by these principles in their interactions with subcontractors, suppliers, and sister companies.

It should be noted that corruption consists of directly or indirectly soliciting or accepting offers, promises, gifts, presents, or advantages of any kind for oneself or others in order to perform or have performed, or refrain from performing, an act within the scope of one's duties, mission, or mandate, or to have facilitated such an act through one's duties, mission, or mandate.

**The Partner undertakes to comply with and ensure that its subcontractors, suppliers, and/or sister companies comply with the following principles:**

1. Gifts, invitations & trips	2. Conflicts of interest
<ul style="list-style-type: none"><li>In order to maintain their independence, all employees must inform their manager of any offers of gifts, invitations, or trips (given or received).</li><li>Gifts of a personal nature or of excessive value will be systematically refused.</li><li>Invitations to restaurants may be offered or accepted with the approval of the Boulanger manager, subject to compliance with the "Travel and Expense Reports" policy. It is acceptable for each person to pay their share.</li><li>Offers in exchange for goods, services, or other benefits (commercial discounts, equipment, etc.) that could influence professional decision-making will be refused.</li></ul>	<p>A conflict of interest exists when, in the course of their professional activities, an employee's personal interests directly or indirectly conflict or compete with the interests of the Group and may therefore influence the position or decision they are required to take or not to take, thereby compromising their loyalty.</p> <p><b>The partner shall inform the Boulanger Group of any potential or actual conflicts of interest. The Boulanger Group shall decide on the appropriate action to be taken.</b></p>

<p><b>3. Payment and facilitation</b></p>	<p><b>4. Donations, charitable contributions, patronage, and sponsorship</b></p>
<p>Facilitation payments are unofficial payments of amounts intended to facilitate or ensure the smooth running of simple procedures or necessary actions that the payer is entitled to expect, whether that entitlement is based on legal grounds or other grounds.</p> <ul style="list-style-type: none"> <li>• The partner shall provide accurate and detailed invoices.</li> <li>• The partner shall refrain from requesting the payment of facilitation payments for any reason whatsoever.</li> </ul> <p><b>Any request for facilitation payments shall be reported immediately.</b></p>	<p>Donations and contributions to charitable activities may be authorized if:</p> <ul style="list-style-type: none"> <li>• They contribute to the development and support of a cause of general interest, local communities, and associations.</li> <li>• For direct advertising purposes. The name "Boulanger" is therefore promoted and publicized. Donations to political parties are strictly prohibited.</li> </ul> <p><b>All requests for donations or sponsorship will be approved by the relevant member of the Executive Committee.</b></p>
<p><b>5. Samples</b></p> <ul style="list-style-type: none"> <li>• In order to fully achieve their testing objective, they will be made available to all employees. When these samples are no longer of use, they will be donated to associations, or to the Works council, etc</li> <li>• If they are a loan from the partner, they will be returned to the partner.</li> <li>• All samples sent on a personal basis are prohibited and will be refused.</li> </ul>	<p><b>6. Favoritism</b></p> <p><b>All partners will be selected on the basis of calls for tenders, and the final choice will be made by at least two people.</b></p> 
<p><b>7. Trafficking in influence</b></p> <p>Trafficking in influence refers to the act of a public official soliciting or offering, directly or indirectly, gifts, money, or invitations in order to perform or refrain from performing</p>	<p><b>8. Business practice</b></p> <p>Our partners are required, as part of their collaboration with Boulanger, to comply with all applicable antitrust and competition laws. This includes a strict prohibition on any illegal agreements aimed at fixing prices, dividing up markets, or exchanging strategic and sensitive commercial information (prices, margins, volumes, etc.) with competitors. Similarly, they must refrain from any form of corruption and abusive or unfair behavior in the marketplace.</p>

## 2. Respect for human rights

The partner undertakes, **throughout its supply chain**, to comply with and enforce the provisions of this charter in addition to the national legal provisions of the countries in which it manufactures/has products manufactured in the course of its business.

1. Prohibition of child labor	2. Prohibition of discrimination
<p>The partner undertakes, throughout its supply chain, to comply with and enforce the provisions of this Charter in addition to the national legal provisions of the countries in which it manufactures and/or has products manufactured in the course of its business.</p>	<ul style="list-style-type: none"><li>• Eliminate all forms of discrimination in employment and occupation</li><li>• The partner respects the principles of fairness in recruitment, compensation, access to training, promotion, termination, and retirement.</li></ul>
3. Compliance with working hours	4. Decent wages
<ul style="list-style-type: none"><li>• The partner shall set working hours in accordance with national legislation and ILO conventions, always applying those that offer the best protection in terms of workers' health, safety, and well-being.</li><li>• The partner shall respect the right of all workers to at least one day of rest every seven (7) days, as well as to paid annual leave and local and national holidays as provided for by local legislation.</li></ul>	<ul style="list-style-type: none"><li>• The partner pays its employees wages, overtime, benefits, and paid leave that are equivalent to or higher than the legal minimum and/or industry standards and/or those provided for in collective agreements (whichever is higher).</li><li>• The partner applies a premium rate for overtime for all workers, as required by law and, where applicable, collective agreements.</li><li>• The partner does not make any unauthorized deductions from wages or deductions not provided for by national legislation. It does not apply any wage deductions as a disciplinary measure.</li></ul>

<b>5. Prohibition of forced labor</b>	<b>6. Ensuring worker health and safety</b>
<p>All work shall be performed on a voluntary basis, and not under threat of penalty or sanction of any kind.</p> <ul style="list-style-type: none"> <li>• It is prohibited to resort to forced, compulsory, or unpaid labor in any form, as well as unpaid overtime.</li> <li>• The partner shall not require workers to deposit financial guarantees/bonds and shall not confiscate any identity documents (passports, identity cards, etc.). The payment of wages shall not be unduly delayed.</li> <li>• Servitude labor is prohibited.</li> <li>• “Non-terminable contract” labor is prohibited.</li> </ul>	<ul style="list-style-type: none"> <li>• The partner shall ensure the safety and health of all work and residential areas.</li> <li>• The partner shall take adequate measures to prevent accidents and health hazards by limiting the causes of risks inherent in the work environment. It shall provide workers with adequate personal protective equipment.</li> <li>• The partner shall provide appropriate medical facilities and assistance.</li> <li>• The partner takes adequate fire prevention measures and ensures the soundness, stability, and safety of buildings and equipment, including residential areas, where applicable.</li> <li>• The partner guarantees workers access to clean sanitary facilities, drinking water, and, where necessary, sanitary facilities for preparing meals and storing food.</li> <li>• The partner shall ensure that workers and management receive adequate training in the following areas: handling and disposal of chemicals and other hazardous materials, health and safety.</li> </ul>
<p><b>7. Prevent harassment and abuse and establish disciplinary measures</b></p> <ul style="list-style-type: none"> <li>• The partner treats all workers with respect and dignity.</li> <li>• The partner does not engage in or tolerate any form of moral or physical harassment or abuse.</li> <li>• The partner develops written disciplinary procedures, which will be clearly explained to workers. All disciplinary measures will be recorded.</li> </ul>	

### 3. Respect for the environment

The partner is invited to apply the **precautionary principle** when dealing with environmental issues. It undertakes to assess and reduce the impact of its activities on the environment in order to help preserve natural resources and universal common goods, at least in the following areas:

1. Responsible raw materials	2. Use and repairability/after-sales service
<ul style="list-style-type: none"><li>• Prioritize raw materials from recycled and/or recyclable sources where available, thereby promoting the circular economy;</li><li>• from renewable sources that are not threatened with extinction and/or certified (organic cotton, natural fibers, etc.);</li><li>• Close to manufacturing sites, thereby limiting the impact of transport;</li><li>• Whose extraction conditions respect local populations and ecosystems.</li></ul>	<ul style="list-style-type: none"><li>• Explicitly present the conditions of use and operation with the product to ensure optimal and safe use for customers.</li><li>• Promote repairability as much as possible, starting with product design, in order to extend its lifespan.</li><li>• Inform the Boulanger Group of the availability period for spare parts at the time of listing, as well as any information that will enable our customers and employees to significantly increase the proportion of repaired products.</li></ul>
3. Reduction in CO2 emissions	4. Product detection and end of life
Reducing CO2 emissions by: <ul style="list-style-type: none"><li>• Prioritizing more environmentally friendly modes of transport.</li><li>• Optimizing load rates while ensuring safe unloading conditions.</li></ul>	<ul style="list-style-type: none"><li>• Provide customers with clear instructions on how to sort and recycle the product at the end of its life.</li><li>• Promote the reuse and recycling of end-of-life products to encourage the circular economy.</li></ul>

5. Wood from responsible sources	6. Reduction in energy consumption
Supply the Boulanger Group with marketable wood products sourced from responsible sources and preferably FSC or PEFC certified.	Optimize and reduce energy consumption.
7. Waste reduction	
The partner makes every effort to combat waste at source. All waste, and in particular hazardous waste, must be handled responsibly (identification, storage, disposal, treatment) and in accordance with local laws.	

## 4. Management & Communication

The partner undertakes to **communicate** this charter to all its employees and subcontractors concerned, and to ensure its implementation through training, actions, and daily applications. The partner also undertakes to encourage continuous improvement at all levels of its value chain, with a view to the practical application of our charter.

## HOW TO ALERT?

Have you witnessed unethical behavior? You can contact the compliance officer at **Id-daf\_conformité@boulanger.com**. You can also use the dedicated confidential whistleblowing platform WhistleB. (<https://report.whistleb.com/fr/boulangergroupe>), set up for this purpose and accessible 24/7. You will always receive a response.